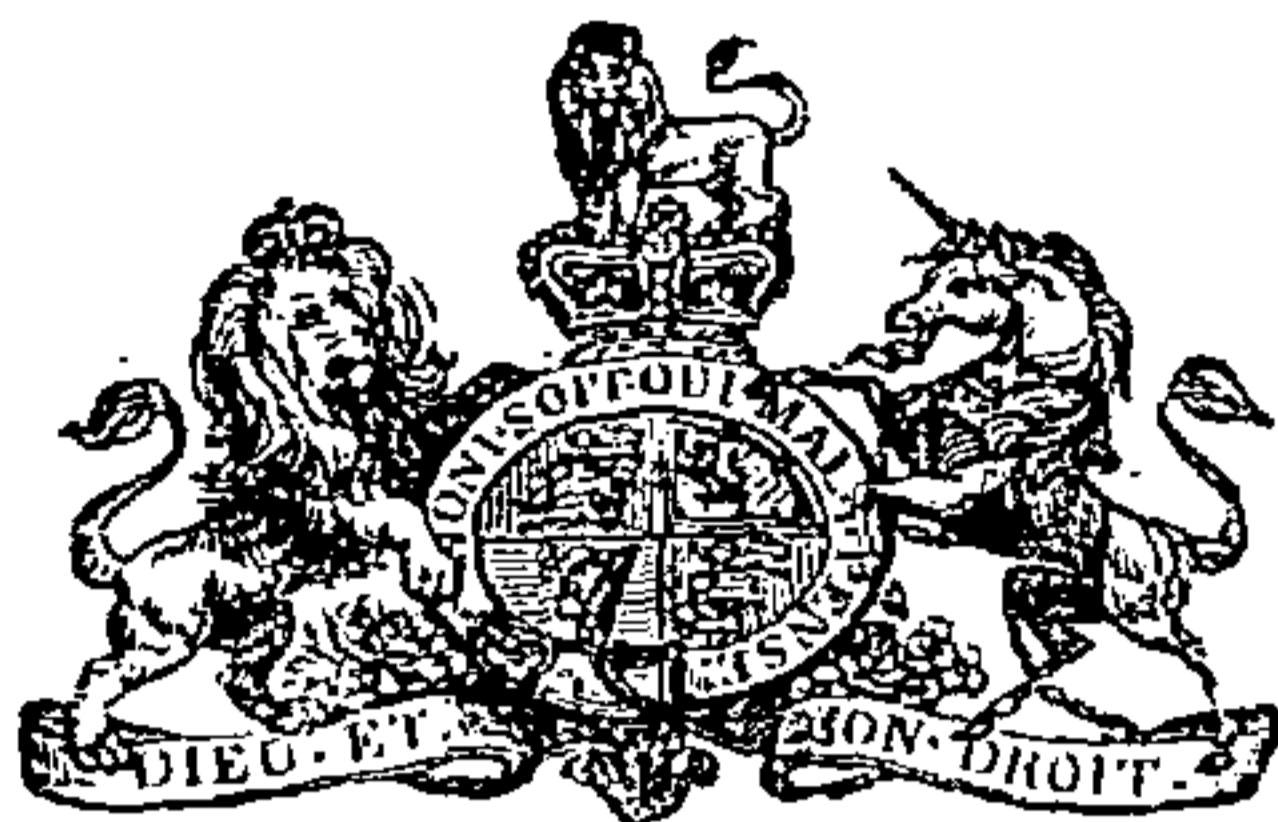


[61 & 62 VICT.] *Windsor and Ascot Railway* [Ch. ccxxxix.]
Act, 1898.



CHAPTER ccxxxix.

An Act to incorporate a Company for making Railways A.D. 1898.
between Windsor and Ascot and for other purposes.

[12th August 1898.]

WHEREAS the construction of the railways between Windsor and Ascot in the county of Berks and other works in this Act described would be of public and local advantage :

And whereas the persons herein-after named in that behalf with others are willing to carry the undertaking into execution on being incorporated into a Company and having the requisite powers conferred upon them :

And whereas it is expedient to empower the Company and any company or person lawfully working or using the railways of the Company to run over and use the railways in this Act mentioned in that behalf of the Great Western Railway Company (in this Act referred to as "the Great Western Company") and that the agreement between the said companies as set forth in the Second Schedule to this Act should be confirmed :

And whereas it is expedient that the Company should be authorised subject to the provisions of this Act to pay interest on the amount paid up from time to time in respect of shares in their capital :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Berks and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

[Price 3s.]

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[Ch. ccxxxix.] *Windsor and Ascot Railway* [61 & 62 VICT.]
Act, 1898.

A.D. 1898. — May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title. **1.** This Act may be cited as the Windsor and Ascot Railway Act 1898.

Incorporation of Acts. **2.** The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. **3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act. The expressions "the railways" or "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated. **4.** Sir William Farmer, Gilbert Gordon Blane, Frederick Finch Mackenzie, Charles Rivers Bulkeley and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors, administrators, successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Windsor and Ascot Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase, take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways and works. **5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works in the county of Berks herein-after described with all necessary and convenient bridges, viaducts, rails, sidings, tunnels, junctions, stations, approaches, roads, buildings, yards and other works and conveniences

A.D. 1898

connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railways and other works herein-before referred to and authorised by this Act are as follows:—

(a) A Railway (No. 1) one furlong five chains and fifteen links in length commencing in the parish of Clewer Without by a junction with the Windsor Branch of the Great Western Company and terminating in the same parish by a junction with Railway No. 2 by this Act authorised:

(b) A Railway (No. 2) seven miles nine chains and seventy links in length commencing in the parish of Clewer Without by a junction with the said Windsor Branch and terminating in the parish of Winkfield at or near a point on the east side of the public road leading from the Ascot and Reading Road to Hatchet Lane:

(c) A Railway (No. 3) in the parishes of Winkfield and Sunninghill three furlongs in length commencing by a junction with Railway No. 2 by this Act authorised at its termination and terminating on the north side of the Ascot and Reading Road (being a portion of Railway No. 3 as shown on the deposited plans):

6. The Company may divert the public highway numbered on the deposited plans 2 in the parish of Clewer Without in the manner shown upon the deposited plans and sections and when and as the new portion of road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

Power to divert road as shown on deposited plans.

7. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

Company not liable to repair surface of road level of which is not permanently altered.

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For pro-
tection of
Berkshire
County
Council.

8. For the protection of the Berkshire County Council (in this section called "the council") the following provisions shall be observed and have effect unless otherwise agreed between the council and the Company (that is to say) :—

- (1) The bridge for carrying Railway No. 2 over the Clewer Road shall be constructed with a clear span of not less than forty feet and with a headway of not less than sixteen feet from the level of the existing road and the said road shall not be diverted under the powers of this Act :
- (2) The bridges for carrying Railway No. 2 over Parsonage Lane Clewer shall be constructed with a clear span of not less than twenty-five feet and with a headway of not less than twenty-five feet :
- (3) The bridge for carrying Railway No. 2 over the road numbered on the deposited plans 50 in the parish of Winkfield shall be constructed with a clear span of not less than thirty-five feet and a headway of not less than fifteen feet :
- (4) The parapets on each side of each of the before-mentioned bridges shall be not less than six feet in height above the level of the rails :
- (5) Any difference which may arise under this section between the council and the Company shall be determined by arbitration in manner provided by the Arbitration Act 1889 and this section shall be deemed to be for the purposes and within the meaning of the said Act a submission of every or any such difference between the Company and the council.

For pro-
tection of
conservators
of River
Thames.

9. In the construction of Railway No. 1 the same shall be carried on arches for a distance of two hundred yards from the commencement thereof such arches being of sufficient width to admit of the free passage of water through the same and before the commencement of the construction of such arches a plan and section thereof shall be submitted to and be approved in writing by the conservators of the River Thames Provided that if the said conservators do not within one month after the submission of such plan and section give notice to the Company of any objection they shall be deemed to have approved thereof.

For pro-
tection of
South West
Suburban
Water
Company.

10. For the protection of the South West Suburban Water Company (in this section called "the water company") be it enacted as follows (that is to say) :—

- (1) Before the Company commence the construction of any works by this Act authorised or any works connected therewith which may render necessary an alteration of the level at or the position in which the mains of the water company are laid

they shall give to the water company fourteen days' notice in writing of their intention to commence the same by leaving such notice or sending the same by registered letter addressed to the water company at their principal office with plans sections and other necessary particulars of the construction of the said works : A.D. 1898.

- (2) The water company shall be at liberty to signify their approval or disapproval of such plans sections and other particulars within fourteen days after service as aforesaid of the said notice and delivery of the said plans sections and other particulars as aforesaid :
- (3) If the water company for the last-mentioned period of fourteen days do not signify their disapproval they shall be deemed to have approved the said plans sections and particulars and the Company may proceed forthwith with the works according to the said plans sections and particulars :
- (4) In case the water company within the said period of fourteen days signify their disapproval of the said plans sections or other particulars and the water company and the Company do not otherwise agree any difference between them with reference to the construction of the said aqueduct or conduit or works shall be determined by an independent water engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party :
- (5) The works shall be executed and carried out by and at the entire cost of the Company in strict accordance with the plans sections and particulars agreed between them and the water company or determined as aforesaid and under the inspection and to the reasonable satisfaction of the engineer of the water company :
- (6) If at any time during and by reason of the construction of the works authorised by this Act or at any subsequent period the mains service pipes or valves of the water company are damaged or injured or any interruption shall be occasioned in their water supply by or in consequence of the works or operations of the Company the Company shall be liable for and shall pay to the water company all loss damages costs charges and expenses so occasioned :
- (7) Nothing herein contained shall authorise the Company to interfere with or alter the levels of the mains service pipes or valves of the water company save in so far as may be reasonably necessary for executing the works by this Act authorised and carrying into effect the provisions of this Act :

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(8) Before disturbing the surface of any road or street wherein the pipes of the water company are laid the Company shall give to the water company three clear days' notice of their intention to do so :

(9) Any difference from time to time arising between the water company and the Company touching any of the matters aforesaid shall except as herein-before otherwise expressly provided be determined by arbitration in manner provided by the Arbitration Act 1889 and this section shall be deemed to be for the purposes and within the meaning of that Act a submission of every or any such difference by the water company and the Company.

For pro-
tection of
Victor
William
Bates Van
de Weyer.

11. The following provisions for the protection and benefit of Victor William Bates Van de Weyer or other the owner or owners for the time being of the New Lodge Estate Windsor Forest in the county of Berks and the lands herein-after mentioned (all of whom are in this section included in the expression "the owner") shall be binding and have full effect upon the Company (that is to say) :—

(1) Notwithstanding anything shown upon the deposited plans the Company shall not take any portion of the lands and property numbered on such plans 29 30 and 31 in the parish of Bray without the written consent of the owner :

(2) In carrying the railway through the owner's property in tunnel the Company shall construct such tunnel at a depth of twenty feet at least from the surface except for the short distance between the private road and the hedge bounding the land belonging or reputed to belong to Dean's trustees where the depth of the tunnel may vary from twenty to ten feet and the Company shall do their best to preserve the roots of trees and not to interfere with the ditches and watercourses and drainage on the lands of the owner :

(3) The Company shall not interfere with the ornamental pond on the land numbered on the deposited plans 60 in the parish of Bray and in the event of a spring being cut or interfered with they shall forthwith provide and lay down piping from the existing well of the owner at New Lodge for supplying the said pond and properly puddle the same to prevent leakage therefrom or at the owner's option pay the expense of his carrying out the work :

(4) The tunnel shall not be constructed within sixty yards of the nearest wall of the stable belonging to the vicarage house at Bray Wood :

(5) The Company shall erect a station on some or one of the fields numbered on the deposited plans 34 35 36 or 37 in the

parish of Bray and the Company may take part of the property numbered 33 on the said plans for an approach to such station provided that no sidings for goods or coal shall be constructed on the said property numbered 33 :

(6) The Company shall construct the bridge crossing the road numbered on the deposited plans 32 in the parish of Bray of a design to the reasonable satisfaction of the owner :

(7) The Company shall provide access by a bridge or otherwise at least twelve feet wide in the clear to and from the east and west of the land numbered on the deposited plans 9 in the parish of Winkfield at the mouth of the tunnel :

(8) The Company shall provide access by a bridge or otherwise at least twelve feet wide in the clear to and from the east and west of land numbered on the deposited plans 12 in the same parish :

(9) The Company shall construct a bridge at least twelve feet wide in the clear on a spot to be selected by the owner to communicate between the east and west of the field numbered on the deposited plans 14 in the same parish :

(10) The railway shall not be constructed within one hundred and fifty feet of the fox cover adjoining the said field numbered 14 on the deposited plans :

(11) The Company shall not permit any huts or sleeping accommodation to be erected during the construction of the works on land purchased from the owner or on the fields numbered on the deposited plans 34 35 and 36 in Bray parish without the owner's consent :

(12) The Company shall not at any time build cottages on any land taken from the owner without his consent in writing and shall not erect on any of such land any dwellings which they may be required to provide under the section of this Act of which the marginal note is "Restrictions on displacing persons of the labouring class" :

(13) The Company shall pay to the owner the reasonable cost of grubbing fences or of erecting new fences where required by him on land severed or interfered with by the railway :

(14) The Company shall make the parapets of the bridge crossing Winkfield Street numbered on the deposited plans 20 in Winkfield parish of not less than five feet in height :

(15) The Company shall not at any time erect a public house or premises licensed for the sale of beer wines or spirits on any land taken from the owner or on any land within a mile of the point where the railway crosses the road numbered on the

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deposited plans 32 in the parish of Bray except a refreshment room at the station premises but such refreshment room shall be accessible only from the platforms Provided nevertheless that the owner shall have full liberty to object to a licence for the refreshment room when applied for :

- (16) Notwithstanding anything contained in the section of this Act of which the marginal note is "Power to acquire easements for constructing tunnels" the Company shall pay full compensation for any easement acquired by them under that section according to the general law :
- (17) It shall not be lawful for the Company or their servants or agents to shoot from any land taken from the owner for purposes of the railway either during or after its construction and all sporting rights over the said lands are hereby strictly reserved for the benefit and use of the owner :
- (18) The Company shall not unless with the owner's consent apply for any extension of time for the taking of land or for the construction of the railway unless reasonable and substantial progress has been made with the works.

For protection of owner of Oakley Place Farm.

12. The following provisions for the protection and benefit of John Palmer or other the owner or owners for the time being of Oakley Place Farm in the parish of Bray and of the lands hereinafter mentioned (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed between the owner and the Company be binding and have full effect upon the Company viz. :—

- (1) Notwithstanding anything shown upon the deposited plans the Company shall construct their railway so far as is consistent with a good running line as far as possible within the limits of deviation away from the house and homestead of Oakley Place Farm :
- (2) The Company shall provide access by a subway twenty-five feet in width and fifteen feet in height to and from the east and west of the land numbered on the deposited plans 21 in the parish of Bray and the owner shall be at liberty to call upon the Company by notice in writing at any time before or within ten years after the opening of the railway to increase the span of such subway in such manner and to such extent as the owner shall deem expedient and the Company shall at the owner's expense increase the same accordingly within three months after the receipt of such notice :
- (3) The Company shall provide access by bridges ten feet in width across the stream one on each side of the railway to and

from the lands numbered on the deposited plans 18 19 and 21 in the parish of Bray : A.D. 1898.

(4) The Company shall pay the owner the reasonable cost of grubbing fences on land interfered with by the railway :

(5) It shall not be lawful for the Company or their servants or agents to shoot from any land taken from the owner during or after the construction of the railway and all sporting rights over the said lands are hereby strictly reserved for the benefit and use of the owner.

13. For the protection of Edmund Benson Foster the following provision shall apply and have effect (that is to say) :

For protection of Edmund Benson Foster.

Notwithstanding anything contained in this Act or shown on the deposited plans no part of Railway No. 2 where it passes through the properties numbered on the said plans 173 175 176 and 177 in the parish of Clewer Without shall be constructed nearer to the property numbered 174 in the said parish than is shown by the red line marked "proposed deviation" on the tracing signed by Arthur John Barry on behalf of the Company and dated the ninth day of February one thousand eight hundred and ninety-eight.

14. The agreement dated the twenty-sixth day of April one thousand eight hundred and ninety-eight and made between Sir William Farmer on behalf of the promoters of the Bill for this Act of the one part and Charles Agace Ferard of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Company and the said Charles Agace Ferard as if the Company had been a party to such agreement and the same had been sealed with their common seal.

Confirming agreement with C. A. Ferard.

15. The agreement dated the fourteenth day of July one thousand eight hundred and ninety-eight and made between George Dodds Perks on behalf of the promoters of the Bill for this Act of the one part and the Reverend Beauchamp Kerr Warren Kerr-Pearse of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the Company and the said Beauchamp Kerr Warren Kerr-Pearse as if the Company had been a party to such agreement and the same had been sealed with their common seal.

Confirming agreement with Beauchamp Kerr Warren Kerr-Pearse.

16. The agreement dated the fourteenth day of July one thousand eight hundred and ninety-eight and made between Alfred Docker Selkirk of the one part and George Dodds Perks on behalf of the promoters of the Bill for this Act of the other part as set forth in the Fifth Schedule to this Act is hereby confirmed and

Confirming agreement with Alfred Docker Selkirk.

A.D. 1898. made binding upon the Company and the said Alfred Docker Selkirk as if the Company had been a party to such agreement and the same had been sealed with their common seal.

For protection of owners of Clewer Estate and certain lessees.

17. For the protection of Sir George Henry Long and Arthur Stovell or other the owners for the time being of the Clewer Estate in the parish of Clewer Without (all of whom are in this section called "the owners") the following provisions shall have effect unless otherwise agreed between the owners and the Company (that is to say):—

(1) The Company shall not acquire any lands forming part of the Clewer Estate other than the lands coloured red blue and yellow on the plan signed by Francis Bowry Buckland on behalf of the owners and by Arthur John Barry on behalf of the Company (which plan is in this section referred to as "the agreed plan") and the price at which such lands shall be acquired shall failing agreement be determined by arbitration under the Lands Clauses Acts :

(2) In the event of any of the said lands being purchased as aforesaid the Company shall construct a bridge under the railway for the convenience of the owners and their tenants at each of the points marked "bridge" on the agreed plan each such bridge to have a clear headway of at least fifteen feet and a clear span of not less than thirty-six feet except in the case of the bridges over the new roads known as Duke Street and Walton Terrace each of which shall have a clear span equal to the width of the said respective roads as at present laid out :

(3) If the Company shall acquire any of the said lands coloured red they shall also purchase the lands lying between the Great Western Railway and Railways Nos. 1 and 2 coloured blue and yellow on the agreed plan and shall construct of sound and proper materials to the satisfaction of the owners or their surveyor the roads shown in blue on the agreed plan and maintain them in good order and repair for the benefit of the owners and their tenants and other persons requiring to use the said roads until they are taken over and maintained by the local or road authority :

(4) The Company shall make good and repair any damage done to the lands fences and sewers belonging to the owners :

(5) For the construction of Railway No. 1 the Company shall not take any lands of the owners in the parish of Clewer Without other than firstly the properties numbered respectively on the deposited plans 3 to 24 inclusive 127 to 143 inclusive and parts of the properties numbered respectively 2 34 153 and

156 in that parish and for the construction of Railway No. 2
the Company shall not take any lands of the owners in the said
parish other than secondly the properties numbered respectively
on the deposited plans 78 to 89 inclusive 91 to 109 inclusive
and parts of the properties numbered respectively 2 34 153
and 156 and so much of the property numbered 126 as
represents the passage-way between the properties numbered
89 and 91 and also so much of the said property numbered 126
as may be necessary in consequence of all or any of the
properties secondly herein-before referred to being taken.

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18. The capital of the Company shall be four hundred and
twenty thousand pounds in forty-two thousand shares of ten pounds
each.

Capital.

19. The Company shall not issue any share created under the
authority of this Act nor shall any such share vest in the person
accepting the same unless and until a sum not being less than one
fifth of the amount of such share is paid in respect thereof.

Shares not
to be issued
until one
fifth paid.

20. One fifth of the amount of a share shall be the greatest
amount of a call and two months at least shall be the interval
between successive calls and four fifths of the amount of a share
shall be the utmost aggregate amount of the calls made in any year
upon any share.

Calls.

21. Subject to the provisions of this Act the Company with
the authority of three fourths of the votes of the shareholders
present in person or by proxy at a general meeting of the Company
specially convened for the purpose may divide any share in their
capital into half shares of which one shall be called "preferred
half share" and the other shall be called "deferred half share" but
the Company shall not so divide any share under the authority of
this Act unless and until not less than sixty per centum upon such
share has been paid up and upon every such division fifty per
centum upon the entire share shall be carried to the credit of the
deferred half share (being the whole of the amount payable thereon)
and the residue to the credit of the preferred half share.

Power to
divide
shares.

22. The dividend which would from time to time be payable
on any divided share if the same had continued an entire share
shall be applied in payment of dividends on the two half shares in
manner following (that is to say) First in payment of dividend after
such rate not exceeding six per centum per annum as shall be
determined once for all at a general meeting of the Company
specially convened for the purpose on the amount for the time
being paid up on the preferred half share and the remainder (if

Dividends
on half
shares.

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A.D. 1898. any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred half shares to be paid out of the profits of the year only.

23. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares to be registered and certificates issued.

24. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

25. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

26. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled or surrendered.

27. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

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28. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Half shares
to be half
shares in
capital.

29. The Company may borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and thirty thousand pounds but no part thereof shall be borrowed until the whole capital of four hundred and twenty thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Power to
borrow
on mortgage.

30. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

For appoint-
ment of a
receiver.

31. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages

Debenture
stock.

A.D. 1898. the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Receipt in case of persons not sui juris.

32. If any money is payable to a shareholder mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Application of moneys.

33. All moneys raised under this Act whether by shares debenture stock or borrowing shall be only applied for the purposes of this Act to which capital is properly applicable.

First and subsequent ordinary meetings.

34. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings in the month of March in each year or in such other month as shall be appointed for that purpose by order of an extraordinary general meeting.

Number of directors.

35. The number of directors shall be seven but the Company may vary the number of directors but so that the number shall be never less than five nor more than seven.

Qualification of directors.

36. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

37. The quorum of a meeting of directors shall be three.

First directors.

38. Sir William Farmer Gilbert Gordon Blane Frederick Finch Mackenzie Charles Rivers Bulkeley and three other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

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39. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Lands for extraordinary purposes.

40. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

41. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Persons under disability may grant easements &c.

42. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands buildings or manufactories described in Part I. of the First Schedule to this Act and whereof parts only are required for the purposes of the Company may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without material detriment thereto be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Owners may be required to sell parts only of certain lands and buildings.

43. And whereas Railway No. 2 is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in Part II. of the First Schedule to

Power to acquire easements for constructing tunnels.

A.D. 1898. — this Act at a depth of twenty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than twenty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Restrictions
on displacing
persons of
the labouring
class.

44.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any

such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme. A.D. 1898.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons

A.D. 1898. — of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired on behalf of the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day

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of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate. A.D. 1898.

(12) For the purposes of this section the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

45. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of twenty-four thousand and twenty-eight pounds twelve shillings two and three-quarters per centum consolidated stock being equal in value to five per centum on the amount of the estimate in respect of the railways originally proposed to be authorised by this Act has been deposited with the Paymaster-General for and on behalf of the Supreme Court. And whereas the sum of seventeen thousand nine hundred and fifty-five pounds part of the said sum of twenty-four thousand and twenty-eight pounds twelve shillings two and three-quarters per centum consolidated stock is equal in value to five per centum on the amount of the estimate in respect of the railways by this Act authorised and the sum of six thousand and seventy-three pounds twelve shillings the remainder thereof is equal in value to five per centum on the amount of the estimate in respect of certain railways which were struck out of the Bill for this Act during its progress through Parliament. Be it enacted that notwithstanding anything contained in the said Act the said sum of seventeen thousand nine hundred and fifty-five pounds two and three-quarters per centum consolidated stock (which sum is in this Act referred to as "the deposit fund") shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways open the same for

Deposit money not to be repaid except so far as railway is opened.

A.D. 1898. — the public conveyance of passengers and if the Company shall make default in so opening the railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of that fund the same proportion as the length of the railways so opened bears to the entire length thereof the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

46. If the Company do not previously to the expiration of the period limited for the completion of the railways complete the same and open them for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid or transferred to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable

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as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors. A.D. 1898.

47. On the application of the depositors at any time after the passing of this Act the High Court may order that the said sum of six thousand and seventy-three pounds twelve shillings two and three-quarters per centum consolidated stock the remainder of the said sum of twenty-four thousand and twenty-eight pounds twelve shillings like stock so deposited as aforesaid over and above the deposit fund shall be transferred or paid to the depositors or as they shall direct. Providing for release of part of money deposited.

48. Notwithstanding anything contained in the Parliamentary Deposits Act 1846 or in the sections of this Act of which the marginal notes are "Deposit money not to be repaid except so far as railway is opened" and "Application of deposit" the High Court may after due notice to the depositors on the application from time to time of the Company issue a direction to the Paymaster-General to vary the names of the persons named in the warrant or order referred to in those sections and thereafter the persons named in such direction shall for all purposes be deemed to be the depositors within the meaning of those sections. As to deposit under Act.

49. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of works.

50. The Company may demand and take for the use of the railway by any company or person with engines and carriages such reasonable tolls as they think fit. Tolls for use of railway.

51. The classification of merchandise traffic (including perishable merchandise by passenger train) and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the appendix to the said Order shall be applicable and apply to the Company as if it were one of the railway companies named in the appendix to the schedule to the said Order. Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight. Rates for merchandise.

A.D. 1898.

Charges for
small parcels.

52. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger train (other than small parcels exceeding fifty-six pounds in weight of perishable merchandise) the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ; and

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum
rates for con-
veyance of
passengers.

53. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers'
luggage.

54. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Restriction
as to charges
not to apply
to special
trains.

55. The restriction as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains

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appointed from time to time by the Company for the conveyance of passengers upon the railway. A.D. 1898.

56. The Company and any company or person lawfully working or using the railways may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of every description— Power to use other railways.

So much of the railway of the Great Western Company as lies between the junction with that railway of Railway No. 1 by this Act authorised and the Windsor Station of that company including that station :

Together with all other stations and all roads platforms points signals water water engines engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences on or connected with the said portion of railways and station respectively and as regards traffic of every description conveyed by them the Company may demand and take upon and in respect of the said portion of railway the rates and charges which the Great Western Company are entitled to demand and take.

57. The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other considerations to be paid by the Company for and in respect of the use of the said portion of railway station works and conveniences shall be such as are from time to time agreed upon between them and the Great Western Company or failing agreement as may be determined by the Railway and Canal Commission on the application of either of the companies or persons interested. Terms of such user.

58. In running over and using the said portion of railway and using the station sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed so far as such byelaws shall be applicable. Byelaws to be observed.

59. The Great Western Company shall afford all proper and sufficient facilities for the reception accommodation forwarding interchange and delivery of all traffic of whatsoever description passing or intended to pass to or from or over the railways of that company from and to or over the railways and the Great Western Company shall duly receive and transmit and deliver accordingly all such traffic and in all respects on an equality with their own proper traffic. Great Western Company to afford facilities.

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Nature and
extent of
traffic
facilities.

60. The traffic facilities so to be afforded shall include such through booking through invoicing through waggons trucks and other arrangements and facilities as may be agreed upon or as failing agreement shall be determined by arbitration in manner provided by the Regulation of Railways Act 1873.

Terms &c.
on which
facilities
shall be
given.

61. The terms and conditions pecuniary and otherwise on which the said traffic facilities shall be afforded and the through rates for traffic shall be such as may from time to time be agreed upon or failing such agreement as shall be settled by arbitration in manner provided by the Regulation of Railways Act 1873.

Arrange-
ments with
Great
Western
Company.

62.—(1) The agreement dated the fourth day of June one thousand eight hundred and ninety-eight between the Great Western Company of the first part and certain persons therein referred to as the promoters of the second part as set forth in the Second Schedule is hereby confirmed and made binding upon the Great Western Company and the Company respectively.

(2) If the Great Western Company shall have reason to believe that the Company have not by the thirty-first day of December one thousand eight hundred and ninety-nine issued and raised the capital required for the construction of the railways and that they have not made such substantial progress towards such construction as to afford a reasonable assurance that the railways will be completed within the time limited by this Act for their completion it shall unless otherwise agreed between the Company and the Great Western Company be referred to an arbitrator to be appointed in case of difference upon the requisition of either party by the Board of Trade to inquire into the facts of the case and to determine whether or not the said capital has been issued and bonâ fide accepted and whether or not such substantial progress has been made.

(3) In the event of the Company and the Great Western Company agreeing or of the said arbitrator reporting that the said conditions have not been fulfilled by the Company then and in such case the Great Western Company may subject to the provisions of this Act exercise in the name and on behalf of the Company all the powers by this Act conferred upon the Company with respect to the construction of the railways and the works connected therewith so far as the same have not then been exercised by the Company.

(4) If the Great Western Company exercise the said powers they may apply to the purposes thereof to which capital is properly applicable any moneys from time to time raised by them and which

are not by any of the Acts relating to the Great Western Company made applicable to any special purpose or which being so made applicable are not required for that purpose and the Company shall allot and issue to the Great Western Company fully paid-up shares of the Company to the amount which shall from time to time be certified by the engineers of the Great Western Company and the Company or in the case of difference by an engineer to be appointed at the request of either party by the President of the Institution of Civil Engineers to have been expended by the Great Western Company in or upon the construction of the railways and the Company shall also issue to the Great Western Company fully paid-up shares to a further nominal amount equal to the amount which under the provisions of this Act the Company would be entitled to pay out of capital during construction as interest on the shares so issued to the Great Western Company and after the construction of the railways the Company shall pay to the Great Western Company half-yearly interest at the rate of three pounds ten shillings per centum per annum on the amount so certified as aforesaid until repaid as herein-after provided.

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(5) Such interest after the construction and opening of the railways shall be a first charge upon the "Ascot per-centage" of the gross amount of all the tolls fares rates charges rents and other revenues referred to in the said agreement.

(6) The Company may at any time on giving six months notice in writing to the Great Western Company in that behalf repay to the Great Western Company the amount expended by that company in or upon the construction of the railways and thereupon the Great Western Company shall retransfer to the Company or as they shall direct the shares so issued to them and upon payment of the said amount together with interest thereon at the rate and in manner aforesaid the railways shall be free from all claims by the Great Western Company in respect of moneys expended by that company under this section.

(7) The Company shall not oppose (except if necessary on matters of detail) any application which the Great Western Company may make to Parliament for obtaining such further powers as may be necessary or expedient for enabling them to give effect to the provisions of this section.

63. Nothing in the agreement set forth in the Second Schedule to this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from

Saving for
Postmaster-
General.

A.D. 1898. — time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Great Western Company.

Tolls on traffic conveyed partly on the railways and partly on other railways.

64. Where under the provisions of this Act traffic is conveyed partly on the railways and partly on the railways of another company the railways of the Company and of such other company shall for the purpose of short-distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railways of the Company and partly on the railways of another company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railways of the Company and partly on the railways of such other company the Company shall be deemed to be a company connected with the Great Western Company and specified in the appendix to the schedule to the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Power to pay interest out of capital during construction.

65. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railway or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital applicable to the railways authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

- (c) The aggregate amount to be so paid for interest shall not exceed thirty-three thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid : A.D. 1898.
- (d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :
- (e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

66. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Deposits for future Bills not to be paid out of capital.

67. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of Crown.

68. Nothing in this Act contained shall exempt any company named in this Act or the railways of any such company from the provisions of any general Act relating to railways or the better

Provision as to general Railway Acts.

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A.D. 1898. — and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any such company.

Costs of
Act.

69. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

A.D. 1898.

FIRST SCHEDULE.

PART I.

Describing the LANDS BUILDINGS or MANUFACTORIES of which parts only may be taken.

No. of Railway.	Parish.	No. on deposited Plan.
No. 1 - -	Clewer Without -	126.
No. 2 - -	Clewer Without -	126 173 174 176.

PART II.

Describing PROPERTIES under which an EASEMENT only is required to be taken.

Parish.	No. on deposited Plan.
Bray - - -	43 to 50 inclusive 5A 51 to 55 inclusive 55A 56 to 63 inclusive.
Winkfield - -	61 62 63 2 to 6 inclusive 6A 7 to 12 inclusive.

SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the fourth day of June one thousand eight hundred and ninety-eight between THE GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the one part SIR WILLIAM FARMER GILBERT GORDON BLANE FREDERICK FINCH MACKENZIE and CHARLES RIVERS BULKELEY being the Provisional Committee for promoting the railways herein-after mentioned (herein-after called "the Promoters") of the other part.

WHEREAS the Promoters are promoting in the present session of Parliament a Bill to incorporate a company by the name of the Windsor and Ascot Railway Company (herein-after called "the Ascot Company") and to authorise such Company to construct railways between Windsor and Ascot in the

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A.D. 1898. county of Berks and for other purposes and which Bill is intituled "A Bill to
— "incorporate a Company for making railways between Windsor and Ascot and
"for other purposes":

And whereas in case the said Bill shall pass into a law the convenience of the public and the interests of the Great Western Company and the Ascot Company would be promoted if the Great Western Company were to work and manage such part or parts of the said railways as are herein-after described in connexion with the railways of the Great Western Company and the Great Western Company and the Promoters have determined subject to the authority of Parliament to enter into and execute these presents in order to make provision for such working and management Now therefore these presents witness that it is hereby mutually agreed by and between the Promoters for themselves their heirs executors and administrators and on behalf of the Ascot Company and the assigns of that Company of the one part and the Great Western Company for themselves and their assigns of the other part as follows (that is to say):—

Article 1.—The expression "the Ascot Railway" wherever herein-after employed means and includes the following railways of the Ascot Company if and when sanctioned by Parliament and the sidings stations approaches junctions works and conveniences connected therewith including all works and conveniences for landowners and others which under Act of Parliament or contract the Ascot Company may be bound to make (that is to say):—

(A) The Railway (No. 1) 1 furlong 5 chains and 15 links in length commencing in the parish of Clewer Without by a junction with the Windsor Branch of the Great Western Company and terminating in the same parish by a junction with the Railway (No. 2) herein-after described:

(B.) The Railway (No. 2) 7 miles 9 chains and 70 links in length commencing in the parish of Clewer Without by a junction with the said Windsor Branch and terminating in the parish of Winkfield at or near a point on the east side of the public road leading from the Ascot and Reading Road to Hatchet Lane:

(C.) Such part of the Railway (No. 3) 7 furlongs in length commencing in the parish of Winkfield by a junction with the said Railway (No. 2) at its termination and terminating in the parish of Sunninghill 70 yards or thereabouts south of the Ascot and Reading Road as lies to the north of such road.

Article 2.—The word "traffic" wherever herein-after employed means and includes all passenger animals goods minerals small parcels and other traffic of what nature or kind soever whether local or through to be conveyed by the Great Western Company on the Ascot Railway or any part thereof and the words "local traffic" wherever herein-after used means traffic originating and terminating on the Ascot Railway and the words "through traffic" wherever herein-after used means traffic passing over the Ascot Railway or some part thereof and also over any railway or some part of a railway from time to time owned leased or worked by the Great Western Company.

Article 3.—The Ascot Company will on or before the thirtieth day of September one thousand nine hundred and one make and complete the Ascot Railway (unless otherwise agreed with the Great Western Company) with a double line of rails including all proper and sufficient conveniences works

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appliances and things junctions passing places sidings terminal and other stations station houses station fittings ticket cases furniture furnishing stores weighing machines sheds cranes water water tanks water cranes cattle pens turntables signals lamps electric telegraphs telegraph instruments and all other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary by law so that the Ascot Railway shall at the latest by the said thirtieth day of September one thousand nine hundred and one or such other time as may be agreed upon between the Ascot Company and the Great Western Company be approved by the Board of Trade as being in all respects fit to be opened and used for the public conveyance of passengers and to the reasonable satisfaction of the engineer for the time being of the Great Western Company Provided always that in the event of any difference arising between the Great Western Company and the Ascot Company as to the reasonableness of or necessity for any requirement of the engineer of the Great Western Company under this article such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either company and the award of such engineer shall be binding and conclusive on the Great Western Company and the Ascot Company. A.D. 1898.

Article 4.—The Ascot Railway will for the first twelve months after the opening of the Ascot Railway for public traffic uphold and maintain the same and all the various works matters and things mentioned in article 3 in substantial repair and good working order and condition and at the expiration of the twelve months leave the same in like repair and condition to the reasonable satisfaction of the engineer of the Great Western Company.

Article 5.—Before the opening of the Ascot Railway for public traffic the Ascot Company will to the reasonable satisfaction of the engineer of the Great Western Company make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the Ascot Railway for public traffic to work and use the same in accordance with this agreement.

Article 6.—For the first period of seven years after the opening of the Ascot Railway for public traffic if during that period the Ascot Railway is worked maintained and managed by the Great Western Company under this agreement the Great Western Company will make no charge to the Ascot Company for the use for the purposes of the traffic of the Ascot Railway of their Windsor Station or for the services performed in respect thereof at that station and after the expiration of the said period of seven years the Ascot Company shall pay to the Great Western Company for the use of the said station and the works and conveniences connected therewith such sum or sums as may from time to time be agreed upon between the Ascot Company and the Great Western Company or failing agreement as shall be determined by arbitration in the manner herein-after provided and the sum from time to time so to be paid by the Ascot Company to the Great Western Company as aforesaid may be retained by the Great Western Company out of the Ascot per-centage as a first charge thereon.

Article 7.—If and whenever after the opening of the Ascot Railway for public traffic any additional sidings or other works or conveniences are found

A.D. 1898. requisite for the due development or the safe and convenient reception
— accommodation conveyance or delivery of traffic thereon or for compliance
with the requirements of any Acts of Parliament or of the Board of Trade or
as respects the reasonable requirements of road surveyors in reference to
deviations or alterations and maintenance of roads or the obligation of any
contract binding on the Ascot Company the same shall so far as properly
chargeable to capital be provided by and at the expense of the Ascot Company
and when completed shall for the purpose of this agreement be deemed to be
part of the Ascot Railway and in the event of difference between the Ascot
Company and the Great Western Company as to any of the provisions of this
article the same shall be referred to a single arbitrator to be appointed under
the provisions of the Railway Companies Arbitration Act 1859.

Article 8.—The Ascot Company will not at any time during the continuance
of this agreement act as carriers on the Ascot Railway or any part thereof
and they will abstain from doing or concurring in anything which might
directly or indirectly interrupt impede interfere with or in any way disturb
the exercise or quiet enjoyment by the Great Western Company of any
of the rights powers and privileges intended to be secured to them by this
agreement but subject to the proviso in article 17 herein-after contained.

Article 9.—After the expiration of twelve calendar months from the opening
for public traffic of the Ascot Railway and during the continuance of this
agreement the Great Western Company will maintain the Ascot Railway
and the works connected therewith in substantial repair in good working
order and condition and so deliver up at the expiration or determination of
this agreement.

Article 10.—Upon the certificate of the Board of Trade authorising the
opening of the Ascot Railway for public traffic being obtained notwith-
standing the same may be so obtained prior to the time herein-before specified
for the completion of the Ascot Railway and upon compliance by the Ascot
Company with such of the provisions of this agreement as have reference
to the completion of the Ascot Railway and the works conveniences appliances
and other things connected therewith and herein-before referred to also as
relate to the opening and working of the Ascot Railway for public traffic and
relating thereto the Great Western Company will thenceforth during the
continuance of this agreement at their own cost expense and risk other than
such risk as may arise from the failure of any of the works of the Ascot
Railway or the maintenance thereof during the first twelve months after the
opening of the Ascot Railway for public traffic work the Ascot Railway and
convey traffic thereon in a proper safe and convenient manner and so as fairly
and reasonably to develop and accommodate the traffic of the district to
be served by such railway and from time to time will run a proper and
reasonably sufficient number of trains thereover and thereon and in convenient
connexion so far as reasonably may be with trains on their Windsor Branch.

Article 11.—With respect to the conveyance of troops police or mails or
other traffic if any which the Ascot Company are from time to time specially
called on to convey on the Ascot Railway or any part thereof the Great
Western Company will from time to time act as agents for the Ascot Company
in conveying the same and duly perform their duties in that behalf.

Article 12.—On and after the opening of the Ascot Railway for public traffic and during the continuance of this agreement the Great Western Company will at their own cost and expense provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and servants for the Ascot Company (except the secretary and his staff) and will supply all such locomotive power engines carriages trucks rolling stock plant stores material and labour as shall be proper and sufficient for the working and user of the Ascot Railway and the Ascot Company shall not be bound to employ or provide any such person or thing. A.D. 1898.
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Article 13.—On and after the opening of the Ascot Railway for public traffic and during the continuance of this agreement the Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of such railway all the rights powers and privileges whatsoever in that behalf of the Ascot Company and as fully and effectually as if the Ascot Railway were part of the Great Western Railway.

Article 14.—The Great Western Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the Ascot Railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and keep indemnified the Ascot Company from and against all obligations and liabilities in that behalf and all penalties or failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors agents officers or servants in relation thereto.

Article 15.—On and after the opening for public traffic of the Ascot Railway and during the continuance of this agreement the Ascot Company will bear and pay all rentcharges rents rates or taxes and assessments usually paid by landowners and the Great Western Company will bear and pay all tithes rentcharges in lieu of tithes and all other outgoings in respect of the working and maintenance of the Ascot Railway properly chargeable against revenue except property or income tax and except the remuneration of the auditors and directors of the Ascot Company and the salaries of their secretary and officers and their office expenses and staff all of which are to be borne and paid by the Ascot Company.

Article 16.—If and whenever after the opening of the Ascot Railway for public traffic and during the continuance of this agreement the Great Western Company make or satisfy any expenditure or liability of the Ascot Company properly chargeable against the capital of the Ascot Company under the provisions of this agreement or make any other payments for or advances to that Company the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Ascot Company and shall bear interest at the rate of four pounds per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Ascot Company and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Ascot Company to the Great

A.D. 1898. Western Company out of the first capital of the Ascot Company which may be or can be made available for that purpose and if necessary application shall be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and as respects any expenditure liability or advances if any properly chargeable to revenue the same may from time to time be deducted with interest thereon out of the Ascot per-centage herein-after referred to.

Article 17.—On and after the opening for public traffic of the Ascot Railway and during the continuance of this agreement the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time subject to the authorised maximum tolls rates and charges be fixed or appointed by the Great Western Company and the general manager of the Great Western Company shall have and may exercise the same powers and authorities in and over the Ascot Railway and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway and all the tolls fares rates and charges for traffic including terminal charges shall be so fixed by the Great Western Company as under all the circumstances fairly and reasonably to develop such traffic Provided that if at any time the Great Western Company or the said general manager shall make and levy tolls or fares which in the opinion of the Ascot Company are not fair and reasonable as between the two companies then it shall be lawful for the Ascot Company to call on the Great Western Company to refer the matter of such tolls or fares to arbitration as provided for in article 31 of these presents.

Article 18.—The gross amount of all the tolls fares rates charges rents and all other revenues of the Ascot Company from time to time payable to that Company and the Great Western Company respectively in respect of the Ascot Railway and the lands works and property connected therewith and the traffic on the Ascot Railway and receivable by the Great Western Company and by the Ascot Company or either of them shall after the deduction therefrom of Government duty on passengers be divided between and belong to the two companies in the following proportions (that is to say):—

The Ascot Company shall receive thereout 45 per cent. of the said gross amount (herein called "the Ascot per-centage") and the Great Western Company shall receive the remaining 55 per cent. thereof and the sums received or retained by the Great Western Company under this article shall be deemed to satisfy and cover all their expenses of and incident to the management maintenance repair working and user by them of the Ascot Railway and their other expenditure and liabilities in respect thereof under this agreement.

Article 19.—The gross amount referred to in the last preceding article shall comprise the following namely (1) The gross tolls fares rates charges rents and all other revenues of the Ascot Company including the usual clearing house station to station terminals receivable in respect of all local traffic (2) A full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of usual clearing house terminals (3) All such station terminals in respect of stations upon the Ascot Railway on through traffic arising at or terminating

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at stations upon the Ascot Railway Provided that in any case paid-ons and moneys received or receivable for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Company's railways or of the Ascot Railway shall not be included in such gross amount but the Great Western Company shall be entitled to deduct and retain the same prior to any division. A.D. 1898.

Article 20.—The payments to be made by the Great Western Company to the Ascot Company to carry out the provisions of the foregoing articles shall be made half-yearly within fourteen days after the first day of March and the first day of September in each year in respect of the period ending on the previous thirty-first day of December or thirtieth day of June as the case may be Provided that in case an interval of less than half a year shall elapse between the first opening of the Ascot Railway for public traffic and the thirtieth day of June or thirty-first day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Article 21.—Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and where reasonably necessary for the transcription of such accounts and vouchers.

Article 22.—With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that an equal mileage proportion thereof except as herein-before specially provided (including terminals) shall be attributed to the Ascot Railway and the several railways from time to time worked or used by the Great Western Company respectively subject to any special division from time to time agreed between the Great Western Company and the Ascot Company or any other company and so as to show the fairness of the apportionment.

Article 23.—Each of the companies will within fifty days after the thirtieth day of June and the thirty-first day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 24.—If and whenever either of the companies within forty days after the transmission to them of any abstract of accounts requires the other Company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Article 25.—Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the Company giving the notice or be left for them at as regards the Ascot Company their principal office at such place as they shall from time to time give notice in writing of to the Great Western Company and as regards the

A.D. 1898. Great Western Company their principal office at Paddington or such other place as they shall from time to time give notice in writing of to the Ascot Company.

Article 26.—The Ascot Company shall before the opening for public traffic of the Ascot Railway deliver or cause to be delivered to the Great Western Company free of charge the following :—

1. The Parliamentary plans and sections of the Ascot Railway ;
2. Books of reference to the plans ;
3. The working plans and sections or a copy thereof ;
4. Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings :

And in the event of the Ascot Company failing to do so the Great Western Company in addition to such remedies as they may have against that Company for not doing so or to compel them to do so may obtain at the expense of the Ascot Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Ascot Company or may recover the same against the Ascot Company in any court of competent jurisdiction.

Article 27.—No land belonging to the Ascot Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general manager and engineer of the Great Western Company for the time being that such land is not required for the then present or proximate traffic of the Ascot Railway or for the maintenance or purposes of that railway and the Great Western Company if they think fit may in any lands of the Ascot Company excavate remove and use any material or materials which may be required for ballasting maintaining and repairing or otherwise in connexion with the Ascot Railway or any part thereof or for the purposes of that railway without payment therefor.

Article 28.—This agreement shall be scheduled to and confirmed by the said Bill but if from any cause this is not done the Great Western Company may in the next or any subsequent session of Parliament apply to Parliament for a confirmation of this agreement and the Ascot Company shall if required to do so by and at the cost of the Great Western Company give all aid in their power to the successful prosecution of such application And this agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw the same.

Article 29.—If the said Bill shall become law these presents shall be executed by the Ascot Company within three months after the passing of the Act and upon such execution all further liability under this agreement on the part of the Promoters shall wholly cease and these presents shall thenceforward enure and be carried into effect as if they had been entered into by the Great Western Company and the Ascot Company only.

Article 30.—Except as is by these presents otherwise provided if and whenever any difference arises between the Ascot Company or their assigns and the Great Western Company or their assigns touching the true intent or

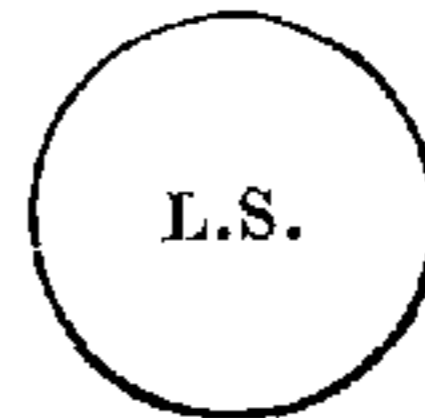
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construction of this agreement or anything to be done suffered or omitted in pursuance of this agreement or any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or any breach or non-fulfilment or alleged breach or alleged non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability or damages losses costs or expenses or otherwise relating to the premises every such difference shall in the first instance be referred to the chairmen of the two companies And if or so far as they shall fail to determine thereon the same as well as every other question or matter herein-before provided to be determined by arbitration shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the companies parties hereto and this article shall accordingly be and have effect as an agreement between the companies for arbitration under that Act.

A.D. 1898.

In witness whereof the Great Western Company have caused their common seal to be hereunto affixed and the parties hereto of the second part have set their respective hands and seals the day and year first above written.

The common seal of the Great
Western Railway Company was
hereunto affixed in the presence of
G. K. MILLS
Secretary.



Signed sealed and delivered by the
above-named Sir William Farmer
Gilbert Gordon Blane and
Frederick Finch Mackenzie in
the presence of
HERBERT A. GROVES
Clerk to Mr. G. D. Perks
9 Clements Lane
London E.C.
Solicitor.

WILLIAM FARMER.
GILBERT G. BLANE.
F. F. MACKENZIE.

Signed sealed and delivered by the
above-named Charles Rivers
Bulkeley in the presence of
GEORGE J. CAWTHORNE
Clerk to Trustees
Ascot Grand Stand
Ascot.

C. RIVERS BULKELEY.

A.D. 1898.

THIRD SCHEDULE.

MEMORANDUM OF AGREEMENT made this twenty-sixth day of April one thousand eight hundred and ninety-eight between Sir WILLIAM FARMER of Ascot Place in the County of Berks for and on behalf of the Promoters of the Windsor and Ascot Railway Bill 1898 of the one part and CHARLES AGACE FERARD of Manor Farm in the parish of Winkfield in the County of Berks Justice of the Peace of the other part.

WHEREAS a Bill for the construction of a line from Windsor to Ascot is being promoted in Parliament:

And whereas in the construction of such line it will be necessary to acquire certain lands belonging to the said Charles Agace Ferard:

And whereas the said Charles Agace Ferard has presented a petition against such Bill which it has been arranged with the Promoters shall be withdrawn upon the terms and conditions herein-after mentioned Now it is hereby agreed by and between the parties hereto as follows:—

1. In the event of the Royal Assent being given to the Windsor and Ascot Railway Bill during the present session and arrangements being made for the raising of the necessary capital and construction of the works the Company will undertake to deviate the line of railway and carry out the accommodation works specified in the schedule hereto in accordance with the plan and section signed by Mr. Barry.

2. The Company will further undertake that in the events aforesaid the price to be paid to the said Charles Agace Ferard for the acquisition of the freehold of his land free from incumbrances with possession except as regards numbers 76 77 78 80 126 127 and 128 and numbers 102 and 103 allotments in the parish of Winkfield which will be sold subject to the existing tenancies shall be the sum of four thousand two hundred and forty pounds and if any greater quantity of his land than nine acres be required and acquired by the Company the same to be paid for at the rate of one hundred and fifty pounds per acre for the freehold free from incumbrances with possession with an addition of ten per cent. for compulsory sale.

3. Upon the signing of this agreement the said Charles Agace Ferard shall forthwith withdraw his petition against the said Bill.

4. The Promoters will undertake to insert a clause for the protection of the said Charles Agace Ferard in the Bill which shall give effect to the terms of this agreement and make the same binding upon the Company.

5. A right of frontage shall be reserved to the said Charles Agace Ferard to and access over all approaches to the bridges referred to in the schedule hereto where such bridges adjoin his property.

6. The Company upon purchasing the lands of the said Charles Agace Ferard as above referred to shall obtain an apportionment of the tithe at their own expense. A.D. 1898.

7. The Company shall pay the reasonable costs and charges of the said Charles Agace Ferard in opposing the said Bill and preliminary to and of and incidental to the preparation settlement confirmation and carrying out the terms of this agreement and in the event of the Bill not passing or the Company failing so to do the promoters shall jointly and severally be liable to pay the said costs not exceeding if the Bill does not pass the sum of fifty guineas.

As witness the hands of the said parties.

The SCHEDULE above referred to.

New gateway into No. 76.

Footbridge over line in No. 83.

New roadway into No. 87 15 feet wide with a gateway from No. 90.

Bridge under the line 20 feet wide with a clear headway of 12 feet and as much more as it may be found possible to get by lowering the road No. 90 or in the alternative raising the height of bank as may be arranged hereafter with the said Charles Agace Ferard.

A new pond to be constructed nearer the house at a lower level to be agreed as to situation with the said Charles Agace Ferard the same to be made to hold water and connected with the present supply of Slade Pond No. 89 on plan.

Provision to be made for draining the road if lowered.

New gateway into No. 93.

A new roadway into No. 98.

A footbridge over line in No. 98.

A rustic wooden bridge sufficiently strong to carry a pony carriage 7 feet 6 inches between parapets in No. 99.

Bridge over Line No. 101 which is to be dealt with as a public roadway.

All accommodation works to be made and maintained by the Company except those outside the railway fences.

All gateways to have proper gates with side fences and drains and the approaches to be properly metalled.

All road approaches to be properly metalled fenced and drained.

All field drains interfered with to be made good.

Every reasonable care to be taken to prevent any water supply being interfered with and if water supply diverted from keeper's cottage No. 95 on plan the water company's water to be laid on from nearest point for domestic purposes.

The elevation and construction of the bridges to be subject to the reasonable approval of the said Charles Agace Ferard.

A.D. 1898.

The Company agree to carry the line outside "the limits" of deviations on the land of the said Charles Agace Ferard if they have to do so in any other case and the necessary consents are obtained by the said Charles Agace Ferard.

Sporting rights over banks &c. to be reserved to the said Charles Agace Ferard and the banks to be planted.

The trees in Ashpit Wood not to be touched except for a sufficient width for the actual line of rails and slopes.

Lands not to be taken for spoil or tip banks neither for ballast nor temporary purposes without the consent of the said Charles Agace Ferard.

Witness to the signature of Sir
William Farmer
SAMUEL PECK
Clerk to Mr. G. D. Perks
9 Clements Lane
London E.C.
Solicitor. } WILLIAM FARMER.

Witness
ANDREW MOIR
Manor Farm Ascot
Bailiff. } C. A. FERARD.

FOURTH SCHEDULE.

MEMORANDUM OF AGREEMENT made the fourteenth day of July one thousand eight hundred and ninety-eight between GEORGE DODDS PERKS of 9 Clements Lane in the City of London Gentleman for and on behalf of the Promoters of the Windsor and Ascot Railway Bill 1898 of the one part and the REVEREND BEAUCHAMP KERR WARREN KERR-PEARSE of the Rectory All Saints Ascot Heath Berks Clerk in Holy Orders of the other part.

WHEREAS a Bill for the construction of a line from Windsor to Ascot is being promoted in Parliament :

And whereas in the construction of such line it will be necessary to acquire certain lands belonging to the said Beauchamp Kerr Warren Kerr-Pearse :

And whereas the said Beauchamp Kerr Warren Kerr-Pearse opposed the said Bill and it has been arranged that on such terms and conditions as herein-after expressed his opposition should be withdrawn :

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Now it is hereby agreed by and between the parties hereto as follows :— A.D. 1898.

1. In the event of the Royal Assent being given to the Windsor and Ascot Railway Bill during the present session and arrangements being made for the raising of the necessary capital and construction of the works the Company to be thereby incorporated shall purchase and the said Beauchamp Kerr Warren Kerr-Pearse shall sell the lands and hereditaments the property of the said Beauchamp Kerr Warren Kerr-Pearse shown and coloured red on the plan prepared thereof and signed by the parties hereto The price for the same shall be determined pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and shall be assessed on the scale and include compensation for all matters which are the subject of compensation under that Act as on a compulsory sale and the purchase shall be carried out under the same Act in respect of apportionment of tithe and other charges at the Company's expense and payment of costs by the Company and otherwise The sale shall be subject to all tenancies and the Company shall be satisfied with a good holding title.

2. The purchase shall be subject to the following restrictions (1) that it shall convey no right to the use of the road running north-east from near the point A on the said plan (2) that no dwelling-house shall be erected at any time on the said lands within a distance of thirty yards from the eastern boundary of the land to be taken and then to be used only for the habitation of the employés of the Company and Englemere Villa (if not pulled down) shall be maintained and continued as a private dwelling-house only so long as the adjacent lands of the said Beauchamp Kerr Warren Kerr-Pearse shall be occupied by private dwelling-houses.

3. The designs of the signal cabins in connexion with the proposed railway shall so far as is consistent with the proper working of the line be subject to the reasonable approval of the said Beauchamp Kerr Warren Kerr-Pearse so far as they affect the said lands.

4. No building on the said lands shall be used as a public-house beer-house for the sale of intoxicating drinks or otherwise than in connexion with the proposed railway except the usual refreshment rooms at the station to be erected on the said lands The necessary covenants and provisions to give effect hereto shall be inserted in the conveyance but this provision shall not prejudice the right of the said Beauchamp Kerr Warren Kerr-Pearse who is the rector of Ascot Heath as such rector to oppose the application for a licence to sell intoxicating drinks at the said station if he should hereafter think fit to do so.

5. The Company shall construct and maintain the works and do and continue to observe the things mentioned in the schedule and also any other accommodation works which on assessing the compensation as aforesaid shall be deemed reasonable and proper The same shall be executed to the reasonable satisfaction of the surveyor for the time being of the said Beauchamp Kerr Warren Kerr-Pearse his heirs or assigns owner or owners for the time being of the Englemere Hill Estate and in accordance with the said schedule.

A.D. 1898.

6. In consideration of the said Beauchamp Kerr Warren Kerr-Pearse withdrawing his request for the erection by the Company of an accommodation bridge over the proposed line with approaches thereto to form a means of communication between the two portions of his estate the Company agree that the sum of seven hundred pounds shall be added to the compensation to be paid by them to the said Beauchamp Kerr Warren Kerr-Pearse such payment to be taken into consideration by the arbitrator when assessing the compensation under the Lands Clauses Consolidation Act 1845 or otherwise in so far as damage by severance will be mitigated by such payment.

7. The Company shall not permit any huts or sleeping accommodation on lands purchased during construction of the works without consent in writing of the said Beauchamp Kerr Warren Kerr-Pearse.

8. The Company shall prevent the use of firearms over any of the lands to be purchased which may interfere with the shooting and sporting rights of the said Beauchamp Kerr Warren Kerr-Pearse over his adjoining lands.

9. The purchase money shall bear interest at four per cent. per annum from the Company having possession of the said premises or from the earlier date of the same being vacated or left unproductive for the purpose of the sale thereof being made in consequence of the Company giving notice that they require possession.

10. The necessary clause shall be inserted in the said Bill to make operative this agreement which shall be scheduled thereto or the clause shall provide all the matters herein contained.

11. The Company shall within three calendar months after the Royal Assent to the said Bill or if the said Bill does not pass the said George Dodds Perks or the parties for the time being entitled to the control of the Bill will within one calendar month after its rejection pay to the said Beauchamp Kerr Warren Kerr-Pearse the sum of one hundred and twenty-five pounds for his costs of and incident to his opposition to the said Bill and withdrawal thereof and the negotiation for preparation and execution of this agreement including surveyors' fees.

12. Upon the execution hereof the said Beauchamp Kerr Warren Kerr-Pearse will withdraw his opposition to the said Bill.

13. Any difference arising under this agreement shall be determined by arbitration.

As witness the hands of the parties the day and year first above written.

The SCHEDULE above referred to.

1. A boundary wall 6 feet high 9 inches thick with piers $4\frac{1}{2}$ inches thick and $22\frac{1}{2}$ inches wide at intervals of 10 feet on each side and at each angle to be built of hard bricks between the points A B C and D on the said plan.

2. A road 20 feet wide between the points A B and C and a road 15 feet wide between the points C and D both with 8 inches rough ballast and

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4 inches granite above between the points A B C and D on the said plan with the necessary gates and fences including a close boarded fence 6 feet high running from the point marked B to the stable yard to form two entrances one to the stable yard and the other to the farm buildings. A.D. 1898.

3. A new cesspool in lieu of the existing cesspool to be interfered with together with the requisite communications to connect it with the existing drainage system of the said Beauchamp Kerr Warren Kerr-Pearse the position of the cesspool to be as required by the said Beauchamp Kerr Warren Kerr-Pearse and the character thereof and the execution of the works to be to the reasonable satisfaction of the surveyor of the district sanitary authority on suitable land belonging to the said Beauchamp Kerr Warren Kerr-Pearse.

4. The fences of the railway northward from the point D to be post and wire fencing as shown on the drawing thereof which has been approved by the parties hereto.

5. Trees to be planted of a suitable character and at suitable intervals to the satisfaction of the said Beauchamp Kerr Warren Kerr-Pearse on the Bracknell Road.

6. The stream or brook running through the estate shown on the said plan to be diverted so far as the levels will permit to the west side of the railway when constructed.

7. The Company to pay the cost of grubbing fences or of erecting new fences on land interfered with or severed by the railway and no spoil or tip banks to be formed or deposited within a distance of 30 yards from the eastern boundary of the land to be taken.

Witness to the signature of the said }
Beauchamp Kerr Warren } BEAUCHAMP KERR WARREN
Kerr-Pearse } KERR-PEARSE.

CHRISTOPHER C. OLDFIELD J.P. of
County of Southampton South Warnborough
Lodge Winchfield Hants.

Witness to the signature of the said }
George Dodds Perks } GEO. D. PERKS.

G. ASHBY PRITT
7 Great George Street Westminster
Parliamentary Agent.

A.D. 1898.

FIFTH SCHEDULE.

AGREEMENT made this fourteenth day of July one thousand eight hundred and ninety-eight between ALFRED DOCKER SELKIRK of Bishops Farm Oakley Green near Windsor Berks Gentleman (herein-after called "the Owner") of the one part and GEORGE DODDS PERKS of No. 9 Clements Lane in the City of London Solicitor for and on behalf of SIR WILLIAM FARMER of Ascot Place Winkfield in the County of Berks Knight GILBERT GORDON BLANE of Foliejon Park Winkfield aforesaid J.P. FREDERICK FINCH MACKENZIE of Ramslade Bracknell in the County of Berks J.P. and CHARLES RIVERS BULKELEY of Whitchurch in the County of Salop Colonel the Promoters of the Windsor and Ascot Railway Bill 1898 (herein-after called "the Promoters") of the other part.

WHEREAS the Promoters are promoting a Bill in the present session of Parliament under the name or short title of the "Windsor and Ascot Railway Bill" to authorise the incorporation of a Company for making railways between Windsor and Ascot and for other purposes :

And whereas the Railway No. 2 in the said Bill mentioned will be constructed across property of the Owner known as Bishops Farm and Bishops Lodge in the parish of Bray and the Owner has deposited a petition praying to be heard against the Bill :

And whereas it has been agreed that the Owner shall withdraw his opposition to the Bill on the terms set out in the schedule hereto which are intended to form part of this agreement Now the Promoters do hereby jointly and severally agree with the Owner and the Owner doth hereby agree with the Promoters as follows :—

1. The Owner agrees not to oppose the said Bill.
2. The Promoters undertake that if the said Bill is passed the agreements and conditions contained in the schedule hereto shall be given effect to and carried out.
3. In the event of the said Bill not becoming law in the present session of Parliament or of the railway not being constructed across the property of the Owner within three years from the passing of the Act the Promoters shall pay to the Owner a sum of fifty-two pounds ten shillings towards the costs he has incurred in connexion with his opposition to the said Bill.
4. This agreement shall be scheduled to and confirmed by the Bill subject to such alterations (if any) as Parliament may see fit to make therein.

As witness the hands of the said parties hereto.

The SCHEDULE referred to in the above written Agreement.

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1. The Company are to take only so much of the Owner's land as will be reasonably required for the construction of a double line for the Railway No. 2 and for the necessary embankment therefor with side ditches and cesses.

2. The Owner is to sell the Company the land they so require and not to compel them to take the whole of his property.

3. The southern limit of deviation of the line is to be approximately one chain south of the centre line shown on the deposited plans.

4. The Company at their cost are to make and maintain a communication under their proposed line of the minimum width of twelve feet on the site of the existing footpath in field No. 16 on the deposited plans and 932 (Ordnance survey) or a similar communication in a position to be agreed with the freeholder and the Owner and also a road for agricultural purposes from the road No. 6 on deposited plan for the said parish through No. 11 and over the stream there by a culvert into No. 12 (923 Ordnance).

5. The Company are to pay the owner 2,500*l.* compensation for the land taken (not exceeding four acres) and for damages by severance and otherwise subject nevertheless to the provisions of clause 6.

6. If the Company shall require more than the four acres mentioned in paragraph 5 the Owner will sell the same to the Company. The price to be paid for such additional land shall be at the rate of 200*l.* per acre and in addition to such price the Company shall pay the owner for any damage he may suffer by reason of the taking of such additional land whether by severance or otherwise the amount of such damage to be determined by arbitration in case the parties differ.

7. If the taking by the Company of any land in excess of the four acres mentioned in paragraph 5 shall necessitate the construction of any further accommodation or other works which may be reasonably necessary in the interests of the Owner the Company shall construct the same.

8. The Company shall not under any circumstances be entitled to take under the powers of the said Bill more of the Owner's land than five acres in the whole nor more than is actually required for a double line of railway and for the necessary embankment therefor with side ditches and cesses and signals or other similar works necessary for the working of the line and shall not without the Owner's consent use any part of his land for any other purpose than aforesaid.

9. No workmen or other persons shall be lodged in any temporary buildings on the Owner's land or on the fields Nos. 8 9 and 10 on the deposited plan for the parish of Bray nor shall any temporary or other accommodation whatsoever for such workmen or persons be erected or provided on the land or fields last aforesaid.

A.D. 1898.

10. Except under the conditions of the 84th and 85th sections of the Lands Clauses Consolidation Act 1845 no part of the lands of the Owner shall be entered upon or used except with the Owner's consent in writing nor shall he be required to convey the land to the Company unless and until all moneys payable to the Owner under the agreements and conditions contained in this schedule shall have been paid to him.

11. If any difference whatever as to or arising out of these terms shall arise between the parties the same shall be determined by arbitration.

12. The Company shall on their Bill becoming law pay the Owner the sum of 105*l.* towards but in full discharge so far as the Company is concerned of the expenses the Owner has incurred in opposing the said Bill including all costs charges and expenses of solicitors or surveyors or Parliamentary agents up to and inclusive of the passing of the Bill but the Owner shall be entitled in accordance with the provisions of the Lands Clauses Act to the costs of any arbitration under this agreement and the costs charges and expenses as between solicitor and client which may be incurred by the Owner in connexion with the taking of any of his land for the purposes of the said railway or in carrying into effect these agreements and conditions or any arbitration thereunder or otherwise in connexion with the matter.

A. D. SELKIRK.
GEO. D. PERKS.

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